

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY
APPLICABLE OCCUPIERS LIABILITY LEGISLATION OR CLAIM COMPENSATION FOLLOWING AN
ACCIDENT**

PLEASE READ CAREFULLY!

INITIAL

**PLEASE REVIEW AND FAMILIARISE YOURSELF WITH TRIP DETAILS AND CANCELLATION POLICIES ON OUR
WEBSITE AT TUNNEL49 ADVENTURE INC. O/A TUNNEL49 ADVENTURE PRIOR TO COMPLETING AND
SIGNING THIS RELEASE**

**TO: TUNNEL49 ADVENTURE INC. O/A TUNNEL49 ADVENTURE and their respective owners, directors, officers,
employees, agents, representatives, instructors, guides, contractors, subcontractors, sponsors, successors
and assigns (all of whom are hereinafter collectively referred to as the "Releasees").**

Name		Last		First	
Street			City		
Postal/Zip Code	Country	Date of Birth	Age	Weight	

List Children under 16

1. Name	Age	3. Name	Age
2. Name	Age	4. Name	Age

DEFINITION

The term "**Wilderness Travel** " shall apply to all activities, events and services provided, arranged, organised, sponsored or authorised by the Releasees, including but not limited to: whitewater rafting, kayaking, stand up paddle boarding, supsquatch and canoeing; swimming; cliff jumping; biking, hiking; trail walking; scrambling and climbing; travel by power boats; use of safety equipment including personal floatation devices, helmets and wetsuits; orientation and instructional sessions; all transportation and travel to and from rivers or wilderness locations; loading, unloading and travel by or movement in or around vehicles, watercraft; picnicking, camping and all related activities.

TRAVEL BY VEHICLE, OTHER FORMS OF LAND TRANSPORTATION AND OR AIRCRAFT

I acknowledge that the Releasees have no control over transportation carriers and cannot guarantee travel schedules, which may be altered or affected by various circumstances. The Releasees will not be liable for any change of travel schedule due to weather conditions or for any delayed or missed trip due to cancelled or delayed travel, including for any additional fees which may be incurred by me or for any special, incidental or consequential damages or losses arising from any of the foregoing. Weather conditions may be extreme and can change rapidly and without warning, making travel by aircraft hazardous. Communication in remote areas may be difficult and in the event of an accident, rescue and medical treatment may not be available.

ACKNOWLEDGEMENT – RIVER TRAVEL SAFETY

I acknowledge that I have been advised to wear a helmet while whitewater rafting, stand up paddle boarding, supsquatch, canoeing, kayaking, and cliff jumping, and a personal floatation device while participating in all river activities. Instructions as to the proper use of the helmet and the personal floatation device are available from the guides. I am aware that river rafting, stand up paddle boarding, supsquatch, kayaking, cliff jumping, and canoeing may involve sudden, violent and unexpected movement of the raft, kayak, stand up paddle board, supsquatch or canoe, which may result in injury or aggravation of previous injuries. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with Wilderness Travel. I acknowledge I will not be under the influence of non-prescription drugs or alcohol while participating in Wilderness Travel.

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ASSUMPTION OF RISKS

I am aware that participating in Wilderness Travel involves many risks, dangers and hazards including but not limited to: travel in remote wilderness locations where assistance, medical and first aid services and evacuation may not be readily available and communication may be difficult or not be possible; accidents which occur during transportation or travel to and from the river or remote areas; slips, trips and falls; the overturning or upsetting of rafts, stand up paddle boarding, supsquatch, kayaks, canoes, or other watercraft; sudden, violent and unexpected movement of watercraft; entrapment by trees, logs, rocks or equipment; drowning; hypothermia due to exposure to very cold water; falling from watercraft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, watercraft, or raft equipment; encounters with domestic or wild animals including bears; avalanches; high winds; equipment failure; variation in the water conditions, surfaces and currents; rock or mud slides; large or irregular ocean waves; accidents involving fishing; hiking, backpacking, cliff jumping, walking on slippery surfaces, scrambling, climbing and backcountry travel; miscellaneous health problems related to over-exposure to water, the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude, and lack of fitness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; and negligence of other participants in Wilderness Travel.

Participants may become lost or separated from their guide or party. Communication on the river and wilderness locations is difficult, and in the event of an accident, rescue and medical treatment may not be available.

I am also aware that there is a risk of **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS TRAVEL. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN WILDERNESS TRAVEL AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in Wilderness Travel and permitting my use of their equipment, vehicles, parking and other facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees **AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in Wilderness Travel **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS TRAVEL;**

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Wilderness Travel;
- 3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.
- 6. **PHOTO RELEASE** - I consent the photographs taken of me during my participation in the Activities, and to the publication of the photographs by the Operators for advertising, promotional and marketing purposes

I confirm that I have reviewed the information set out at **TUNNEL49 ADVENTURE INC. O/A TUNNEL49 ADVENTURE** and I acknowledge that in entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Wilderness Travel, other than what is set forth in this Release Agreement and **TUNNEL49 ADVENTURE INC. O/A TUNNEL49 ADVENTURE**

I CONFIRM THAT I HAVE READ THE RELEASE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant
Signature of Parent/Guardian if under 19 years of age

Date
Signature of Witness